



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CARIBBEAN DISASTER EMERGENCY MANAGEMENT AGENCY (CDEMA)

AND

ROTARY DISTRICT 7030

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by The Caribbean Disaster Emergency Management Agency (CDEMA) and Rotary District 7030 (hereafter jointly referred to as "the Parties").

RECALLING that the Caribbean Community (CARICOM) set up CDEMA, formerly known as the Caribbean Disaster Emergency Response Agency (CDERA), in September 1991;

RECOGNISING that the CDEMA Coordinating Unit has the mandate given by the CARICOM Heads of Government to:

- a. Mobilize and coordinate disaster relief in Participating States;
- b. Mitigate or eliminate, as far as practicable, the immediate consequences of disasters in Participating States;
- c. Provide immediate and coordinated response by means of emergency disaster relief to any affected Participating State;
- d. Secure, coordinate and provide to interested intergovernmental organizations reliable and comprehensive information on disasters affecting a Participating State;
- e. Encourage
 - a. the adoption of disaster loss reduction and mitigation policies and practices at National and Regional Levels.
 - b. cooperative arrangements and mechanisms to facilitate the development of a culture of disaster loss reduction:
- f. Coordinating the establishment, enhancement and maintenance of adequate emergency disaster response capabilities among the Participating States.

RECALLING that since the Agency's inception, the CDEMA Coordinating Unit has been coordinating the Regional Response Mechanism (RRM) in keeping with these functions provided in the Agreement establishing the Agency:

- Establishing, equipping and maintaining a coordinated emergency operations system capable of responding to emergency situations;
- Maintaining relations with international relief organisations to facilitate accessing of their resources in the event of a disaster;
- Mobilizing and organising technical assistance from interested national and international bodies to assist in developing the disaster response capabilities of states.
- Establishing and maintaining a comprehensive and reliable system of communications with sub-regional operational focal points in order to facilitate the mobilization, deployment and coordination of disaster response supplies and services.
- On the basis of a distress call or on such other request as may be agreed after consultation with Sub-Regional Disaster Response Operational Units be capable of triggering the mechanism.

RECALLING also that since 2001, the Caribbean region has been implementing a Comprehensive Disaster Management (CDM) Strategy in collaboration with stakeholders which seeks to achieve a goal of

"Safer more resilient and sustainable CDEMA Participating States" and which includes the building the capacity of Participating States to provide immediate and timely response to humanitarian crises.

NOTING that one of the seven (7) elements embodied in the future desired state for CDEMA Participating States in the CDM Strategy 2014-2024 is "operational readiness at Regional, National, Sectoral and local levels".

RECALLING that Rotary was formed on 23 February 1905 in Chicago, United States of America so that professionals with diverse backgrounds could exchange ideas and form meaningful, lifelong friendships and gradually extended to humanitarian service, with its members addressing challenges in their communities and around the world.

RECOGNISING that the Mission of Rotary District 7030 is to provide service to others, promote integrity, and advance world understanding, goodwill, and peace through fellowship of business, professional, and community leaders and its Vision is "Together, we see a world where people unite and take action to create lasting change — across the globe, in our communities, and in ourselves."

RECALLING that the Rotary comprises three parts, which are the Rotary and Rotaract Clubs, Rotary District 7030 and the Rotary Foundation and carries out its mission through seven areas of focus as follows: (i) Promoting peace, (ii) Fighting disease, (iii) Providing clean water, sanitation, and hygiene, (iv) Saving mothers and children, (v) Supporting education, (vi) Growing local economies and (vii) Protecting the environment;

RECALLING also that Rotary members and The Rotary Foundation play a unique role in disaster recovery and rebuilding efforts, supporting three phases of relief in the following areas:

- Immediate response: Local clubs and partners immediately offer helping hands and supplies.
- **Short-term assistance:** Clubs and districts help affected communities through funds and materials to re-establish day-to-day operations.
- Long-term rebuilding: Clubs plan and implement projects that rebuild affected communities.

REAFFIRMING the need to ensure the safety and security of disaster affected populations, effective and principled humanitarian action. The parties share the common commitment to promoting a structured and harmonized approach for the development and implementation of Comprehensive Disaster Management in the Caribbean region.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I General Aims

The parties shall co-operate with each other around humanitarian assistance in accordance with their respective mandates, shared goals and objectives and within their existing financial resources allocated for such purposes under their respective mandates.

ARTICLE II

Mutual Consultations and Strategic Dialogue

The parties shall maintain close co-operation and consultations when needed on issues of common interest concerning disaster risk management including mobilization of support. This shall be enacted through regular dialogue at the Executive as well as at the working levels.

ARTICLE III

Exchange of Information and Documents

The parties shall, to the extent possible, exchange information and documents in accordance with their respective mandates, operations and areas of mutual interest. This includes, but is not limited to, information on projects, programmes and initiatives, humanitarian situations, needs, gaps, and resource allocations.

The parties agree to preserve the confidentiality of all information disclosed in writing or orally in relation to the implementation of this agreement and identified in writing as confidential.

The parties agree that the confidential information shall not be used for any objective other than fulfilling obligations under this Agreement unless otherwise agreed by all parties.

ARTICLE IV Modalities of Cooperation

The indicative list below identifies specific areas for collaboration between CDEMA and ROTARY. The list is not intended to prescribe or proscribe the extent and nature of collaboration.

- The parties agree to collaborate to the fullest extent permissible under existing conditions on actions rendering assistance to CDEMA Participating States following any major natural, technological or biological disaster of affecting its Participating States. This may be specifically facilitated and realized through the following:
 - a. Participation in the Regional Response Mechanism, in particular through Rotary District 7030 serving in the Caribbean Development Partners Group
- 2. The parties agree to collaborate in the provision of volunteers for the CDEMA System capitalizing on rotary volunteers in relevant areas of expertise;
- 3. The parties agree to collaborate on training initiatives in the area of disaster management as deemed appropriate by the parties;
- 4. The parties agree that CDEMA will contribute to agreed upon educational activities such as talks and presentations in the area of disaster management as deemed appropriate by the parties;
- 5. The parties agree to collaborate on the coordination of relief drives, guided by official government needs lists;
- 6. The parties agree to jointly coordinate drives for the purpose of mobilizing financial resources as guided by the impacted State
- 7. The parties agree to collaborate on capacity building activities for youth, through the Youth in CDM Programmes at the national and regional levels, to the extent determined by the parties;

8. The parties agree to pursue new partnerships within the National Emergency Management Systems in CDEMA Participating States, to facilitate strengthened national level capacities through existing professional resources of the parties.

ARTICLE V Operational Support

- The parties shall undertake, when appropriate, to work in close coordination with each other during emergency humanitarian operations, for which modalities shall be established. This would include engaging in common activities in specific fields; joint advocacy on humanitarian issues and concerns; and sharing expert advice on humanitarian institutional capacity building and promoting coordination at all levels.
- 2. The parties shall work together with a view to encouraging CDEMA Participating States to help ensure the protection of civilians in case of an emergency. They should also undertake efforts to approach CDEMA Participating States and work together on issues related to the preservation of the "humanitarian space" to ensure the safety and neutrality of humanitarian workers.
- 3. The Parties shall work together to promote mutually agreed standards in humanitarian preparedness and response.

Article VI Recognition

- The Parties may acknowledge and disclose to the public this MOU and information with respect
 to the activities, in accordance with the current policies of each Party and with the prior written
 approval of the other Party.
- 2. At public events, media conferences or meetings of any kind, representatives of each Party may speak about the collaboration related to this MOU, but strictly on its own behalf. Any unilateral media release by a Party relating to this MOU or the Activities undertaken hereunder will be shared with the appropriate communications lead of the other Party for review and consent at least five (5) business days in advance of release.

ARTICLE VII General Provisions

- The present MoU shall enter into force upon signature by the two parties. The Parties represent
 and warrant that they have the requisite authority to enter into this MoU and that the individual
 signing below on each party's behalf, has all requisite authority and approvals to do so.
- 2. The Parties agree to an annual follow up dialogue on fulfillment of the MoU, which may be revised upon written consent of the Parties.
- 3. The present MoU may be terminated at any time by a written notification to that effect from either party to the other. Termination will take effect ninety (90) days after the said notification

has been received by the other party. Any activities in progress shall be finalised during this period or discontinued.

Article VIII Settlement of Disputes

- The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU.
- 2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall at the request of either Party be submitted to a tribunal of three arbitrators ("the Tribunal"). Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.
- 3. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

IN WITNESS THEREOF, the duly authorised representatives of the Parties affix their signatures below.

For CDEMA:

Elizabeth Riley Executive Director CDEMA

Date Flow 9, 2022

For Rotary District 7030:

Sonya Alleyne

District Governor, 7030 District

Souy Alleyne.

Rotary International

Date April 9/2012.